



Association of Certified
Biblical Counselors

Consent to Counsel

On the date set forth below, it is agreed that _____ (“Counselor”) will provide biblical counseling services to _____ (“Counselee”) on the following terms and conditions:

- (1) The counseling is biblically in nature and is not part of a licensed and/or professional discipline governed and/or regulated by any governmental agency.
- (2) Counselor is not acting in the capacity of a licensed or certified psychotherapist, psychologist, psychiatrist, mental health professional, marriage and family therapist, or social worker.
- (3) Counselor is not providing legal, tax, financial, medical, or other technical or professional advice and Counselor undertakes no duty to recognize or opine when such advice is actually needed, and the parties further agree that no fiduciary or professional client relationship is being created between Counselor and Counselee as a result of this relationship.
- (4) This biblical counseling is a ministry of the Gospel of Jesus Christ and is part of Counselor’s practice of the Christian religion and is being sought voluntarily by Counselee as part of Counselee’s practice of the Christian religion.
- (5) It is intended that the Holy Scriptures (the Bible) shall be the authority governing the counseling process, and that God’s glory is the ultimate goal. However, failure of Counselor to interpret or apply the Bible in any particular way shall not subject Counselor to liability, or give rise to complaint by anyone. There shall be no legal or other liability that attaches to Counselor or any related institution or person for any advice, methods, conduct, or any act or omission related in any way to the service that is provided, and Counselee acknowledges that Counselee is voluntarily seeking this counsel (free from coercion, duress, or pressure) with a full understanding of the nature, purpose, and effect of this agreement.
- (6) At any time and for any reason, Counselor or Counselee may terminate counseling. However, termination will not preclude Counselor from making the disclosures set forth below if deemed appropriate by Counselor, or if compelled by other legal means. Counselor is not required to keep records, but if records are made, Counselor may destroy any such records without incurring liability.
- (7) Confidentiality is conditional. Although confidentiality is often one aspect of the counseling process and Counselor intends to guard the information received from Counselee, there are a number of situations when it may be necessary or prudent (as determined in Counselor’s sole discretion) for

Counselor to share information with others. Counselee agrees that Counselor may share information in at least the following circumstances:

- When Counselor is uncertain how to address a problem and needs to seek the advice from a pastor, supervising counselor, or educator. (Proverbs 11:14; 24:6).
- When there is concern that someone is being or may be harmed unless other persons or protective services intervene (Romans 13:1-7).
- When Counselee expresses clear and specific suicidal intent, Counselor may take reasonable measures for the safety of Counselee. Reasonable measures may include notifying police if the Counselee will not cooperate to involve him or herself in a watch-care program or facility.
- If Counselor has reasonable cause to believe that an adult is in need of protective services, Counselor may take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of a threat or intent and/or informing the appropriate protective and/or law enforcement agencies.
- If there is a claim of, the observance of, or clear reasonable cause to suspect the physical or sexual abuse of a child with whom Counselor comes into contact or who is associated with someone to whom Counselor is in contact with, reasonable measures may be taken to ensure the child's protection and/or to fulfill the legal mandate to report such harm to the appropriate governmental protection agencies.
- When Counselor becomes aware of any other criminal activity Counselee is engaged in and Counselee refuses to bring to the appropriate biblical and/or legal authorities.
- When counseling someone who is under familial authority (e.g. wife to husband, child to parent) and if deemed safe by Counselor, Counselor may encourage Counselee to inform Counselee's familial authority of critical issues and/or Counselor may inform the familial authority (Ephesians 5:22- 6:4).
- When a person refuses to renounce a particular sin and/or refuses to confess it to those impacted, Counselor may in Counselor's discretion, seek the assistance of a trusted member or leader of any involved church to encourage repentance and/or reconciliation (Proverbs 15:22, 24:11; Matthew 18:15-20).
- When Counselor deems it appropriate or necessary to discuss information with a training observer or an assisting advocate who is involved or observing counseling.
- When Counselee makes a complaint against Counselor, an ACBC counselor, or a counseling center or other related organization, it is agreed that the dispute will be handled biblically, outside the court, and may involve sharing information with an assisting local Church Shepherd and/or the appropriate person(s) within the ACBC organization for complaint resolution purposes.

Please be assured that our counselors strongly prefer not to disclose your personal information to others (if not needed), and they will make every effort to help you find ways to resolve a problem as privately as possible.

By signing below, the parties agree to the terms and conditions set forth in this document and acknowledge that Counselor would not enter into this counseling relationship without each term set forth above.

This RELEASE, Waiver of LIABILITY, and CONFIDENTIALITY Agreement is made and

entered into on this _____ day of, _____, 20 _____, by and between

_____ (hereinafter designated Counselor) and

_____ (hereinafter designated Counselee); and, if the

Counselee is a minor, the Counselee's parent or guardian_____

_____.